held that an "oil lease" merely gives title to the minerals when severed, together with rights in the nature of an easement. *Gulf Refining Co. of La.* v. *Rives*, 133 La. 178, 62 So. 623; *Heller* v. *Dailey*, 28 Ind. App. 555, 560, 63 N. E. 490, 493; *Beardsley* v. *Kan. Nat. Gas Co.*, 78 Kan. 571, 574, 96 Pac. 859, 860. See THORNTON, OIL AND GAS, 2 ed., §§ 51, 57 *a*. Hence, at common law, the grantee under such a lease could not compel partition in his own right. *Watford Oil and Gas Co.* v. *Shipman*, 233 Ill. 9, 84 N. E. 53. But *cf. Charleston, etc. R. Co.* v. *Leech*, 33 S. C. 175, 11 S. E. 631. It is submitted, however, that the interest created is really a *profit à prendre*. *Cf. Caldwell* v. *Fulton*, 31 Pa. St. 475; *Muskett* v. *Hill*, 5 Bing. N. Cas. N. C. 694. See WASHBURN, EASEMENTS AND SERVITUDES, 4 ed. *9, *80. Though a *profit* is a legal estate in the land, it is doubtful whether the holder of it can demand partition in his own right. The grantee under an "oil lease" should, however, be allowed to compel partition through his grantor since partition is reasonably necessary to make the grant effective. The decree for partition would be, in effect, specific performance of the grantor's covenant, followed by the latter's suit for partition. *Cf. Charleston, etc. R. Co.* v. *Leech*, *supra; Mee* v. *Benedict*, 98 Mich. 260, 57 N. W. 175; *Heaton* v. *Dearden*, 16 Beav. 147. However, in both common law and civil law jurisdictions the courts will generally refuse to partition in kind, land on which oil is actually known to exist, since it is presumed that such partition would be unjust. *Dangerfield* v. *Caldwell*, 151 Fed. 554, 558. See THORNTON, OIL AND GAS, 2 ed., § 277; LA. REV. CIV. CODE, § 1303. But that such a partition would be just is admitted by the pleadings in the principal case. However, to grant any partition in the principal case would involve the objection of partitioning the payment to the grantor, who contracted to convey the *profit à prendre* from the entire tract of land.

PROXIMATE CAUSE — INTERVENING CAUSES — NATURAL FORCES. — A tug under contract to tow stone-barges to and from a breakwater was disabled by a defective rudder. The barges were left in an exposed position, so that when the wind changed several hours later, one of them was sunk. But for the accident the barges would not have remained thus exposed. The owner brings a libel against the tug. *Held*, that the breaking of the rudder was the proximate cause of the loss. *The Enterprise*, 132 Fed. 131, 133 (Dist. Ct., Dist. of Conn.).

A carload of household goods was negligently delayed by the carrier, and several days later was injured in transit by an unprecedented flood which could not reasonably have been foreseen. But for the delay, the goods would not have been overtaken by the flood. The shipper sues the carrier. *Held*, that the delay was not the proximate cause of the injury. *Seaboard Air Line Ry.* v. *Mullin*, 70 So. 467 (Fla.).

The intervention of a new force does not make a cause remote if that force was foreseeable. *Milwaukee & St. Paul Ry. Co.* v. *Kellogg*, 94 U. S. 469, 473; *Carter* v. *Towne*, 98 Mass. 567; *Pastene* v. *Adams*, 49 Cal. 87. This would be decisive of the Federal case if at the time of the defendant's negligence, a shift in the wind and its consequences were foreseeable. It is submitted that a defendant may even be liable for unforeseeable results of his negligence. *Smith* v. *London, etc. R. Co.*, 6 C. P. 14. See 1 BEVAN, NEGLIGENCE, 3 ed., 88; Jeremiah Smith, "Legal Cause in Actions of Tort," 25 HARV. L. REV. 103, 123, 223, 237, 303. But a defendant cannot be held merely because the injury would not have happened but for his negligence. *Schoultz* v. *Eckardt Mfg. Co.*, 112 La. 568, 36 So. 593. A defendant is liable, however, if his negligence precipitate an unstable equilibrium though it was unknown and the result unforeseeable. *State* v. *O'Brien*, 81 Ia. 88,; *Hill* v. *Winsor*, 118 Mass. 251. So also, if his act substantially coöperate with an active force, even though that force be unforeseeable. *Romney Marsh* v. *Trinity House*, L. R. 5 Ex. 204; *New Brunswick Steamboat, etc. Co.* v. *Tiers*, 24 N. J. Law 697. But if an independent unfore-

seeable force intervene, and the defendant's act serve merely to put the plaintiff or his property in its path, the defendant's act should not be considered a proximate cause of the result. *Gilman* v. *Noyes*, 57 N. H. 627; *Bush* v. *Commonwealth*, 78 Ky. 268. Thus the decision of the Florida case would seem to be right, and is supported by the weight of authority. *Rodgers* v. *Missouri Pacific Ry. Co.*, 75 Kans. 222. *Contra*, *Green-Wheeler Shoe Co.* v. *Chicago, etc. Ry. Co.*, 130 Ia. 123.

REAL PROPERTY — ADVERSE POSSESSION — TACKING — PRIVITY. — The defendant owns a tract of land adjoining the plaintiff's. For over thirty years the defendant and his predecessors in title have held adversely a small strip of the plaintiff's land, though no one of them has held for the statutory fifteen years. In none of the conveyances through which the defendant holds was there any mention of the disputed strip, nor is there any evidence of an agreement concerning it between these successive holders. The plaintiff brings trespass to try title. *Held*, that title was not acquired by adverse possession. *Lake Shore & Michigan Southern Ry. Co.* v. *Sterling*, 155 N. W. 383 (Mich.).

It is generally accepted that for the purpose of acquiring title a disseisor may tack to his own adverse possession that of his predecessor. *Overfield* v. *Christie*, 7 S. & R. (Pa.) 173. See 2 TIFFANY, REAL PROPERTY, § 438. But the great weight of authority, regarding the statute as a protection of ownership that has been openly asserted for the period set, from suits on remote and possibly fictitious claims, demands that the adverse claim be a continuation of that of the predecessor — that there be "privity" between the disseisors. See *Sherin* v. *Brackett*, 36 Minn. 152, 153, 30 N. W. 551. A few courts, in defining privity, require a continuous paper title to the disputed land sufficient to have transferred it had the grantor held title. *Evans* v. *Welch*, 29 Colo. 355, 363, 68 Pac. 776, 779; *Vicksburg, etc. Ry. Co.* v. *Le Rosen*, 52 La. Ann. 192, 203, 36 So. 854, 860; *Messer* v. *Hibernia, etc. Soc.*, 149 Cal. 122, 124, 84 Pac. 835, 837. But generally any agreement, oral or written, between the successive holders touching the land is held sufficient, but essential. *McNeely* v. *Langan*, 22 Oh. St. 32; *Weber* v. *Anderson*, 73 Ill. 439, 443. If the disputed strip was held as a part of another tract to which the successive possessors had title, some courts, as in the principal case, refuse to spell out the necessary agreement touching the disputed strip from the mere transfer of the tract owned by the predecessor. *Erck* v. *Church*, 87 Tenn. 575, 11 S. W. 794; *Sheldon* v. *Mich. Cent. Ry. Co.*, 161 Mich. 503, 126 N. W. 1056. Other courts do find an agreement between the parties from this mere transfer. *Crispen* v. *Hannavan*, 50 Mo. 536, 549; *Davock* v. *Nealon*, 58 N. J. L. 21, 32 Atl. 675; *Illinois Central R. Co.* v. *Hatter*, 207 Ill. 88, 96, 69 N. E. 751, 753. A few courts, looking rather at the owner's continuous laches than at the possessor's continuous claim, have discarded the doctrine of privity, barring the true owner whenever there has been a continuous adverse possession for the statutory period. *Fanning* v. *Wilcox*, 3 Day (Conn.) 258; *Wishart* v. *McKnight*, 178 Mass. 356, 360, 59 N. E. 1028; *Carter* v. *Bernard*, 13 Q. B. 945, 952. See 9 HARV. L. REV. 279.

RECORDING AND REGISTRY LAWS — TORRENS' LAND REGISTRATION SYSTEM — RIGHTS OF PURCHASER OF AN OVERLAPPING CERTIFICATE. — The plaintiff registered his land under the Torrens' system. Later an adjoining owner registered his land, the plaintiff having actual notice of the proceedings. The adjoining owner obtained a certificate which included a wall also included in the plaintiff's certificate. The adjoining owner sold to the defendant, a purchaser for value. The plaintiff now seeks to reopen the later decree, and have the defendant's certificate reformed, claiming that the wall belongs to him. *Held*, that the decree will be reopened. *Legarda* v. *Saleeby*, 13 Phil. Off. Gaz. 2117 (Phil. Sup. Ct.).

For a full discussion of the principles involved, see NOTES, p. 772.